

INTERVENTION

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PHOENIX, AZ 85007

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ARIZONA CORPORATION COMMISSION
HEARING DIVISION

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AZ CORP COMMISSION
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CHANTEL'S
Complainants,

)
)
) Docket No.
) E-01750A-03-0373
)

) Motion to Intervene
)
)

MOHAVE ELECTRIC COOPERATIVE, INC.
Respondent.
)
)
)

Marie and Valentino Ceci (Interveners) petition the Arizona Corporation Commission and Teena Wolfe, Administrative Law Judge, for a motion to intervene in the hearing noticed as Docket No E-01750A-03-0373.


The Interveners claim that they have been denied electrical service by Mohave Electric Cooperative (hereinafter referred to as Mohave). Interveners claim that Mohave was unjust, not reasonable, and changed and altered their contract for the purpose of extorting money from them.

This motion is supported by the accompanying documents.


By: Valentino Ceci

Arizona Corporation Commission
DOCKETED

OCT 21 2003

DOCKETED BY	
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ARIZONA CORPORATION COMMISSION
1200 WEST WASHINGTON
PHOENIX, AZ 85007

Docket No. E-01750A-03-0373

We, Valentino & Marie Ceci, residing at 12015 E. Hwy. 66 Kingman, AZ 86401, are just one of many consumers in this small service area of Mohave Electric Cooperative (herein after called Mohave) that are being treated unfair, unjustly and have been discriminated against. Mohave has made several attempts to extort money from us.

We, like many other consumers in this area, have applied for service from Mohave. On September 23, 2002, we signed an Engineering Service Contract for a detailed design and cost estimate to supply single phase overhead electrical service to 12015 Hwy 66. We paid Mohave \$500.00 for a detailed design and cost estimate. (See copy of contract labeled Exhibit A) I mentioned to Mohave that it was necessary that they act in a timely manner, because the establishment of electrical service was a health and welfare issue. My wife has lupus and needs electrical service to facilitate many of her activities including the ability to see where she is going when she is walking in and around our home.

We, as consumers, believed that Mohave was acting in good faith and that the Engineering Contract we paid \$500.00 for, was for a detailed design and cost estimate to provide overhead single phase service to our home. We believed that the detailed design we paid for included and established the route as to where the lines were to be placed. We believed that Mohave had obtained the right-a-ways to provide us with service. Mohave led us to believe that if we entered into a Contract for Construction of Electric Facilities and paid them approximately \$12,000.00, they would provide service to us. We did not receive any detailed information pertaining to this line extension. At this point we believed that Mohave was truly going to provide electrical service to us for the contract price that we entered into. The letter dated October 18, 2002 (Exhibit B) states that the actual cost contracts were included, we signed them and sent the money to Mohave. (Exhibit C)

After a few months I contacted Mohave to find out what the hold-up was. In our conversation I happened to mention that my father and mother were going to move next door. Mohave's representative told us that it would cost less money if they included my father and mother on the line extension. After a number conversations with Mohave,, they said that the line had to be over sized and it would cost about \$20,000.00 to supply us electric. We told them we did not have that kind of money. We requested that they supply us electric under the contract that we paid them for. They claimed that they could not get the right-of-ways they needed to cross the highway to our home. The only way to get electric was to come up with more money to complete this line extension. We did not know what to do because we were not able to come up with any more money. We asked for our money back, but Mohave Electric kept a large portion of this money and claimed that it was for paper work and additional engineering fees.

It is the Interveners claim by evidence that Mohave is discriminating against us and extorting money from us by using its excessive right to supply electric to this area. It is our belief that we are just one of many people in this small service area that are having these kinds of problems.

The Interveners have been treated unfairly, and unjustly in accordance to Title 40-361. We have been discriminated against because we are in an isolated area of Mohave's core service area. We have been overcharged and discriminated against through the whole process of acquiring electrical service from Mohave.

Health and welfare issues, which include daily activities, such as, my wife preparing meals for our family and safety needs of daily activities of normal living are a big concern here. My wife's medical condition requires the need for electric service and due to the nature of her declining health, we request that the Commission issue an order to have Mohave install electrical service to our residence without charge within 60 days in accordance to Title 40-248.

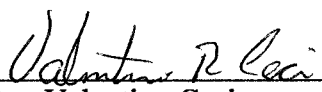
Copies of the foregoing were mailed/delivered
this 20th day of October, 2003 To:

Teena Wolfe, Administrative Law Judge
ARIZONA COPORATION COMMISSION
1200 West Washington Street
Phoenix, AZ 85007

Christopher Kempley, Chief Counsel
Legal Division
ARIZONA COPORATION COMMISSION
1200 West Washington Street
Phoenix, AZ 85007

Ernest G. Johnson, Director
Utilities Division
ARIZONA COPORATION COMMISSION
1200 West Washington Street
Phoenix, AZ 85007

ARIZONA REPORTING SERVICE, INC
2627 N. Third Street
Phoenix, AZ 85004-1003


By: Valentino Ceci



P.O. Box 1045, Bullhead City, AZ 86430

October 18, 2002

Marie & Valentino Ceci
12015 E. Hwy 66
Kingman, AZ 86401

Re: Cost Estimate for Electric Service
12015 E. Hwy 66

Dear Mr. & Mrs. Ceci:

Enclosed please find actual cost contracts necessary to provide electric service to the above-referenced location.

The total estimated cost of the system modification portion (W.O.# 2002-491) of this project is \$1,981.92. The total amount due from the customer less a \$500.00 credit for the engineering services deposit which was received on September 23, 2002 is \$1,481.92. This is the amount due for construction to proceed on this portion of the project.

This estimate is for the following work: To construct system modifications necessary in order to supply overhead single phase 120/240 volt 200 amp. service to 12015 E. Hwy. 66.

The total estimated cost of the line extension portion (W.O.# 2002-501) of this project is \$ 14,663.44. The total amount due from the customer less a line extension credit for a permanent, qualifying load in the amount of \$4,631.25 is \$ 10,032.19. This is the amount due for construction to proceed on this portion of the project.

This estimate is for the following work: To construct approximately 1980 feet of overhead single phase 120/240 volt 200 amp. service to 12015 E. Hwy 66.

Mohave is a non-profit electric cooperative. This figure represents the estimated costs for labor and materials only. Final billing will be based on an actual cost, refundable aid to construction contract in accordance with Mohave's approved Line Extension Rules and Regulations on file with the Arizona Corporation Commission. This estimate is valid for sixty (60) days.



Upon receipt of the two original agreement forms (the original forms must be signed by the authorized party and attested by a witness), payment in the applicable amount, receipt of any needed rights-of-way, this job will be released for scheduling of construction.

If you have any questions or need more information please call me at (928) 758-0578.

Sincerely yours,

Mohave Electric Cooperative, Inc.

Rob Frederick

Rob Frederick
Staking Technician

Enclosures: Agreements

cc: File



P.O. Box 1045, Bullhead City, AZ 86430

September 18, 2002

Marie & Valentino Ceci
12015 E. Hwy 66
Kingman, AZ 86401

Re: Engineering Services Contract
12015 Hwy 66

Dear Mr. & Mrs. Ceci:

In accordance with Mohave Electric Cooperative's Line Extension rules and regulations on file with the Arizona Corporation Commission, I have enclosed actual cost Engineering Services contracts for a detailed design and cost estimate for the above-named project. The Engineering Deposit amount which shall be required prior to the commencement of the engineering services to be performed is \$500.00. Mohave is a non-profit electric cooperative; this amount is for the estimated labor costs incurred during the preparation of a detailed design and cost estimate. Upon completion of the design work, a detailed cost estimate will be mailed to you; this estimate is valid for a period of sixty (60) days.

If the proposed project proceeds within six months, the engineering deposit will be credited to the estimated cost of construction and the cost of the engineering services performed will be added to the actual cost of construction. If the project fails to proceed within six months, you will be refunded that amount of the engineering services deposit which is in excess of the actual cost of the design/estimate work performed, or you will be billed that amount of the cost of design/estimate preparation which exceeds the estimated cost of the engineering services performed.

Upon receipt of the two original agreement forms (the original forms must be signed by the authorized party and attested by a witness) and a check for the Engineering Deposit, the design and estimate procedure will commence. If you have any questions or comments, please don't hesitate to call me at (928) 758-0578.

Sincerely yours,

Mohave Electric Cooperative, Inc.

Rob Frederick

Rob Frederick
Staking Technician

Enclosures: Agreements (2)

Cc: File

AGREEMENT FOR CONSTRUCTING ELECTRIC FACILITIES

THIS AGREEMENT, made and entered into in duplicate on this 22nd day of October, 2002 by and between MOHAVE ELECTRIC COOPERATIVE, INC., an Arizona Corporation, party of the first part, (hereinafter referred to as "Mohave") and

Marie E. & Valentino R. Ceci

a corporation, partnership, or individual, party of the second part (hereinafter referred to as the "Consumer").

WITNESSETH:

Whereas, Mohave is a corporation engaged in the sale and distribution of electrical energy in portions of Mohave, Yavapai, and Coconino Counties, Arizona; and

Whereas, the Consumer is subdividing and developing a portion of that area and it is to be served with electricity by virtue of an electric system; and

Whereas, it is desired by the parties hereto to enter into an agreement whereby Mohave will construct and operate such a system to service said area:

To construct system modifications necessary in order to supply overhead single phase 120/240 volt 200 amp. service to 12015 E. Hwy 66. Project is located in a portion of T23N, R13W, Section 20.

NOW THEREFORE, for and in consideration of mutual covenants and agreements hereinafter set forth, it is agreed as follows:

Mohave agrees to construct or cause to be constructed and to maintain and operate an electric system in the above described area in accordance with existing specifications and estimates upon the following terms and conditions:

SECTION I. TERMS OF CONSTRUCTION

1. This estimated construction cost is valid for 60 (sixty) calendar days from October 7, 2002. The full estimated cost of construction must be paid, this agreement must be executed, and Mohave's construction must be started within that 60 (sixty) days, or this agreement may be declared null and void at the option of Mohave.

2. The Consumer will advance Mohave the full estimated cost of construction, \$1,981.92, in accordance with Mohave's construction practices.

At the time construction is finished, Mohave will:

- a. Return to the Consumer any advance in excess of actual construction cost,
or
 - b. Bill the Consumer that amount which is in excess of the estimated construction cost.
3. If an underground electric line extension is requested, then the Consumer will provide all necessary conduit, trenching, backfill, vaults, and three phase transformer pads as required by Mohave without cost to Mohave. All primary and secondary conduits are to be inspected by Mohave prior to backfill, and shall be 3" Schedule 40 electrical grade PVC conduit(s).

SECTION II. REFUNDING

1. Upon completion of construction, the estimated cost on this agreement will be adjusted to reflect the actual cost of construction.
2. This is a non-refundable aid-to-construction as defined by Mohave's Service Rules and Regulations.

SECTION III. OTHER CONDITIONS

1. This estimate is based on information supplied to Mohave by the Consumer. Should the plans, specifications, and/or details supplied to Mohave change, Mohave has the option of rendering this agreement null and void, or requiring the Consumer to make the necessary corrections at his expense.
2. All easements or rights-of-way and surveying required by Mohave will be furnished to Mohave without cost. These will be furnished in a manner and form approved by Mohave, and must be satisfactory to Mohave.
3. When an underground line extension is requested, then a detailed, referenced as-built plan of the conduit system shall be provided to Mohave upon completion of the conduit installation.
4. All construction will become the property of Mohave and will be owned, operated and maintained by Mohave, except the individual Consumer's wiring, disconnect breakers or switches and facilities on the Consumer's premises.

SECTION IV. EXECUTION OF AGREEMENT

The parties hereto have caused this agreement to be executed by their duly authorized officers all on the day and year written below.

Consumer Signatures

Valentino R Ceci
Marie Ceci

By

Consumer Signature

VALENTINO R Ceci JR

By

Consumer Printed Name

By

Attestor Signature

By

Attestor Printed Name

Date

10-22-02

Cooperative Signatures

By

Mohave Electric Cooperative, Inc.

By

Attestor

Date

11/6/2002

☐ Underground ☐ Overhead

Revised 11/01

AGREEMENT FOR CONSTRUCTING ELECTRIC FACILITIES

THIS AGREEMENT, made and entered into in duplicate on this 22nd day of October, 2002 by and between MOHAVE ELECTRIC COOPERATIVE, INC., an Arizona Corporation, party of the first part, (hereinafter referred to as "Mohave") and

Marie & Valentino Ceci

a corporation, partnership, or individual, party of the second part (hereinafter referred to as the "Consumer").

WITNESSETH:

WHEREAS, Mohave is a corporation engaged in the sale and distribution of electrical energy in portions of Mohave, Yavapai, and Coconino Counties, Arizona; and

WHEREAS, the Consumer is subdividing and developing a portion of that area and it is to be served with electricity by virtue of an electric system; and

WHEREAS, it is desired by the parties hereto to enter into an agreement whereby Mohave will construct and operate such a system to service said area:

To construct approximately 1980 feet of overhead single phase 120/240 volt 200 amp. service to 12015 E. Hwy 66.. This project is located in a portion of T23N, R13W, Section 20.

NOW THEREFORE for and in consideration of mutual covenants and agreements hereinafter set forth, it is agreed as follows:

Mohave agrees to construct or cause to be constructed and to maintain and operate an electric system in the above described area in accordance with existing specifications and estimates upon the following terms and conditions:

SECTION I. TERMS OF CONSTRUCTION

1. This estimated construction cost is valid for 60 (sixty) calendar days from October 7, 2002. The full estimated cost of construction must be paid, this agreement must be executed, and Mohave's construction must be started within that 60 (sixty) days, or this agreement may be declared null and void at the option of Mohave.

2. The Consumer will advance Mohave the full estimated cost of construction, \$10,032.19, in accordance with Mohave's construction practices.

At the time construction is finished, Mohave will:

a. Return to the Consumer any advance in excess of actual construction cost,

or

b. Bill the Consumer that amount which is in excess of the estimated construction cost.

3. If an underground electric line extension is requested, then the Consumer will provide all necessary conduit, trenching, backfill, vaults, and three phase transformer pads as required by Mohave without cost to Mohave. All primary and secondary conduits are to be inspected by Mohave prior to backfill, and shall be 3" Schedule 40 electrical grade PVC conduit(s).

SECTION II. REFUNDING

1. Upon completion of construction, the estimated cost on this agreement will be adjusted to reflect the actual cost of construction.

2. The term of this agreement is five (5) years. Refunds will be calculated and made each six (6) months during the term of this agreement. Any advance funds remaining unrefunded at the end of the five (5) year term will revert to Mohave as a direct contribution in aid of construction

3. Mohave will refund a portion of the cost of construction to the Consumer for each electrical consumer attached to the electric system during the term of this agreement upon the following terms and conditions:

a. The connection must be a permanent member/consumer as defined by Mohave.

b. In no case shall refunds exceed the Consumer's aid-to-construction.

4. The Consumer will furnish to Mohave names and addresses of residents as they occupy individual lots during any six (6) month period for the purpose of refunds.

SECTION III. OTHER CONDITIONS

1. This estimate is based on information supplied to Mohave by the Consumer. Should the plans, specifications, and/or details supplied to Mohave change, Mohave has the option of rendering this agreement null and void, or requiring the Consumer to make the necessary corrections at his expense.

2. All easements or rights-of-way and surveying required by Mohave will be furnished to Mohave without cost. These will be furnished in a manner and form approved by Mohave, and must be satisfactory to Mohave.

3. If an underground line extension is requested, then a detailed, referenced as-built plan of the conduit system shall be provided to Mohave upon completion of the conduit installation.

4. All construction will become the property of Mohave and will be owned, operated and maintained by Mohave, except the individual Consumer's wiring, disconnect breakers or switches, and facilities on the Consumer's premises.

SECTION IV. EXECUTION OF AGREEMENT

The parties hereto have caused this agreement to be executed by their duly authorized officers all on the day and year written below.

Consumer Signatures

Valentino R Ceci Jr
Marie Ceci

By _____

Consumer Signature

Valentino R Ceci Jr

Marie Ceci

By _____

Consumer Printed Name

By B. Alexander
Attestor Signature

By B. ALEXANDER
Attestor Printed Name

Date 10-22-02

Cooperative Signatures

By _____

Mohave Electric Cooperative, Inc.

By _____

Attestor

Date 10/31/2002

☐ Underground ☐ Overhead

Revised 11/01

Work Order No. 2002-491

ENGINEERING SERVICES CONTRACT

DESIGN SERVICES

THIS AGREEMENT, made this 23 day of September 20 02, between Mohave Electric Cooperative, Inc. (hereinafter called "Mohave") and

Marie & Valentino Ceci

(hereinafter called the "Consumer")

for Engineering services associated with the extension of electric power lines to and/or within the following described property:

For a detailed design and cost estimate to supply single phase overhead electrical service to 12015 Hwy 66. Project is located in a portion of T23N, R13W, Section 20.

It is mutually agreed that:

1. The Consumer will pay Mohave for all costs incurred for any Engineering Services and estimates if no construction is started within six (6) months of the date of the receipt of the executed engineering services contract. If construction commences within six months, these costs will become part of the construction costs.

2. All engineering estimates are valid for a period of sixty (60) days; after sixty (60) days, a revised estimate will be required.

3. After six months has elapsed, Mohave will:

a. Refund any portion of the deposit which is in excess of the actual cost of Engineering services,

or

b. Bill the consumer that amount which is in excess of the advance deposit for Engineering services.

4. Mohave will require an advance deposit for the Engineering services in the amount of \$500.00.

Consumer Signatures

By Marie Ceci Valentino R Ceci
Consumer Signature

By Marie Ceci Valentino R Ceci
Consumer Printed Name

By Valentino R Ceci
Attestor Signature

By Valentino R Ceci
Attestor Printed Name

Date 9-23-02

Cooperative Signatures

By [Signature]
Mohave Electric Cooperative, Inc.

By Mouka Colley
Attestor

Date 9/26/2002